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Attorneys for the Plaintiff

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

HILDA L. SOLIS, Secretary of the)	Case No.: CV-08-06180 SVW (RCx)
United States Department of Labor, ¹)	
)	CONSENT JUDGMENT
Plaintiff,)	
vs.)	
)	
RBR MEAT COMPANY, INC., a)	
California corporation,)	
)	
Defendant.)	

Plaintiff has filed her Complaint and Defendants have appeared and, without admitting the truth of any of the allegations in the Complaint, have agreed to the entry of this Judgment without contest.

¹ Hilda L. Solis was confirmed as Secretary of Labor on February 24, 2009, and is substituted as Plaintiff in this action. See Fed. R. Civ. P. 25(d)
RBR MEAT COMPANY, INC., CONSENT JUDGMENT

1 It is, therefore, upon motion of the Parties, and for cause shown:

2 I

3 **ORDERED**, that Defendant, its officers, agents, servants, employees and
4 those persons in active concert or participation with them be and hereby are
5 permanently enjoined and restrained from violating the provisions of § 15(a)(2) of
6 the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219),
7 hereinafter called “the Act,” in the following manners:

8 **Defendant shall not**, contrary to § 7 of the Act, employ any employees
9 engaged in commerce, or in the production of goods for commerce, or in an
10 enterprise engaged in commerce or in the production of goods for commerce, for a
11 workweek longer than forty (40) hours unless the employee receives compensation
12 for his/her employment in excess of forty (40) hours at a rate not less than one and
13 one-half times the regular rate at which he/she is employed, and

14 **Defendant shall not**, contrary to § 11 of the Act, fail to make, keep and
15 preserve records of the wages, hours and other conditions and practices of
16 employment maintained by them, as prescribed by the regulations duly
17 promulgated under said § 11(c) at 29 C.F.R. Part 516.

18 II

19 **IT IS FURTHER ORDERED** that the Plaintiff recover from Defendant the
20 sum of **\$15,776.25** in back wages and liquidated damages for Defendant’s
21 employees, as listed and allocated in the attached Exhibit A.

22 Payment is to be made by check to each individual employee, less any
23 customary payroll deductions. Defendant will be responsible for computing and
24 paying all relevant employer payroll taxes, including any applicable federal, state
25

RBR MEAT COMPANY, INC., CONSENT JUDGMENT

1 or local taxes. Said payments shall be delivered directly to each employee. All
2 payments must be made within 30 days of the entry of this Order.

3 Defendant shall, within 30 days of the entry of this order, provide Plaintiff
4 with a list of checks sent out pursuant to the above paragraph. The list shall show
5 the payee's name, address and telephone number, the gross amount paid each
6 individual, and the deductions taken from the gross amount for each individual.
7 Within 90 days of the entry of this order Defendant shall provide Plaintiff with
8 copies of the front and back of each check that has been negotiated as of that date,
9 or with proof of electronic payment for any employees paid electronically.

10 Any monies due under this Order which have not been negotiated by the
11 appropriate employees within 100 days of the issuance of the check (due to
12 Defendant's inability to locate said employee, to the employee's failure to
13 negotiate the check within 90 days of issuance, or for any other reason) shall be
14 combined and issued in certified check form, payable to the U.S. Department of
15 Labor, and shall be mailed to:

16 **U.S. Department of Labor**
17 **Wage Hour Division**
18 **100 N. Barranca Ave., #850**
West Covina, CA 91791

19 The check shall be accompanied by a letter identifying the case name as Chao v.
20 RBR Meat Company, Inc., and include the employer's tax identification number.

21 The check shall be in the net amount accompanied by a list of the employees for
22 whom the check represents back wage payment, their Social Security Numbers,
23 and the legal deductions made from the gross amounts due. Defendant will be
24 responsible for computing and paying all relevant employer payroll taxes,
25 including any applicable federal, state or local taxes. Plaintiff shall then distribute

RBR MEAT COMPANY, INC., CONSENT JUDGMENT

1 the monies paid by Defendant under this Judgment to the employees identified in
2 Exhibit A or their estates if that is necessary. Any money not so paid within three
3 years because of inability to locate said employees or because of their refusal to
4 accept said proceeds shall be deposited forthwith with the Treasury of the United
5 States pursuant to 28 U.S.C. § 2041.

6 If there is a default in the payment (to the affected employee or to the Wage-
7 Hour Division of the U.S. Department of Labor as set forth above) of the checks of
8 more than 20 days, each affected employee shall be paid an additional penalty of
9 ten percent of the gross amount due that employee.

10 **III**

11 **IT IS FURTHER ORDERED** that if the Defendant fails to make the
12 payments as set forth above, the Court shall appoint a Receiver. Plaintiff shall
13 provide the Court with the names of potential Receivers. The Court may appoint
14 the Receiver from those offered by the Secretary or may appoint another Receiver
15 at its discretion.

16 Defendant shall produce to the Court appointed Receiver all books and
17 records and any other information the Receiver requires to carry out the provisions
18 of this Judgment. In addition, the defendants shall submit to a sworn accounting by
19 an independent certified public accountant and/or the Receiver, and shall testify if
20 the accountant or Receiver so decides.

21 The Receiver shall serve until the payment of the monetary terms of this
22 Judgment are satisfied. Defendant shall bear the full costs and expenses of the
23 Receiver and any accountant retained pursuant to the terms of the above paragraph.

24 The Receiver shall have full authority to: collect the Defendant's assets and
25 report his/her findings to the Court and the parties; to redeem and/or liquidate the

RBR MEAT COMPANY, INC., CONSENT JUDGMENT

1 Defendant's assets and turn over the proceeds to the Secretary; if the asset is a debt
2 that is due, to collect it and turn over the proceeds to the Secretary; to analyze all
3 transfers of the Defendant's assets; to prevent waste or fraud; and to do all acts and
4 take all measures necessary or proper for the efficient performance of the duties
5 under this Judgment and Order.

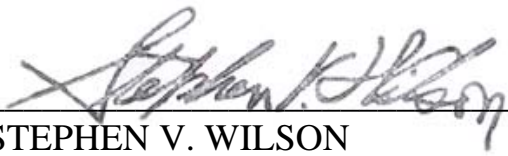
6 **IV**

7 **IT IS FURTHER ORDERED** that the rights of any of the Defendant's
8 employees or ex-employees not specifically mentioned in Exhibit A to this
9 Judgment, to back wages under the Act, are neither affected nor extinguished by
10 this Judgment and neither party to the action intends or contemplates that the
11 Judgment entered in this action will affect such rights if any.

12 **V**

13 **IT IS FURTHER ORDERED** that each party shall bear its own fees and
14 other expenses incurred by such party in connection with any stage of this
15 proceeding.

16
17 DATED this 23rd day of July, 2009.

18
19 
20 _____
21 STEPHEN V. WILSON
22 UNITED STATES DISTRICT JUDGE
23
24
25

1 Presented by:

Entry of this Judgment is hereby
consented to:

2 **UNITED STATES DEPARTMENT**
3 **OF LABOR**

RBR MEAT COMPANY, INC.

4 Carol A. DeDeo
Deputy Solicitor for National Operations

By: Irwin Miller

5 Lawrence Brewster
6 Regional Solicitor

Name (print): Irwin Miller

7 Bruce L. Brown
8 Associate Regional Solicitor

Title: Pres
RBR Meat Company, Inc.

Dated: 3/18/09

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11 By: Evan H. Nordby
12 Evan H. Nordby
Trial Attorney

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15 Dated: 3/20/09
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RBR MEAT COMPANY, INC., CONSENT JUDGMENT

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Approved as to Form

By: 

Dax B. Deason, Esq.
Deason Law Group, P.C.
650 N. Sam Houston Pkwy E.
Suite 510
Houston, TX 77060
Attorney for RBR Meat Company, Inc

Dated: 07-01-2009

EXHIBIT A

Name	Period covered by Work Week Ending Dates	Gross Amounts Due
Alatorre, Gonzalo	05/12/2007 to 03/15/2008	\$492.83
Andrade, Miguel	10/06/2007 to 03/29/2008	\$58.60
Andrade, Victor	10/07/2006 to 02/23/2008	\$397.14
Barrera, Marino	11/10/2007 to 03/29/2008	\$166.66
Benitez, Hector	08/18/2007 to 10/20/2007	\$86.93
Carrasco, Roberto	07/14/2007 to 10/13/2007	\$218.88
Castaneda, Felix	08/18/2007 to 03/01/2008	\$84.04
Chavez, Jaime	11/03/2007 to 04/05/2008	\$210.14
Cirilo, Benito	07/28/2007 to 04/12/2008	\$176.97
Cruz, Alberto Silva	07/14/2007 to 04/12/2008	\$564.30
Del Toro, Salvador	07/14/2007 to 04/12/2008	\$485.83
Feliz, Juan Pablo	07/21/2007 to 08/18/2008	\$58.99
Gaytan-Munoz, Raul	09/30/2006 to 04/12/2008	\$502.20
Gonzales, Armando	12/09/2006 to 04/12/2008	\$1,247.57
Gonzalez, Jesus	12/09/2006 to 04/12/2008	\$1,356.20
Hernandez, Francisco	07/14/2007 to 04/12/2008	\$810.59
Hinojosa, Juan	06/23/2007 to 10/06/2007	\$692.69
Martinez, Hilario	12/02/2006 to 04/05/2008	\$388.79
Molina, Elmer	08/18/2007 to	\$176.97
Montiel, Alfonso	12/09/2006 to 03/22/2008	\$189.53

RBR MEAT COMPANY, INC., CONSENT JUDGMENT

Name	Period covered by Work Week Ending Dates	Gross Amounts Due
Morales, Carmelo	03/10/2007 to 04/12/2008	\$222.50
Munoz, Frank	09/30/2006 to 04/12/2008	\$1,402.94
Nunez, Luis Alonzo	03/03/2007 to 04/12/2008	\$452.31
Perez, Nicolas	11/18/2006 to 04/05/2008	\$195.36
Ramirez, Genaro	08/25/2007 to 08/25/2007	\$43.47
Rodriguez, Alfredo B.	07/14/2007 to 10/20/2007	\$86.93
Rosales, Matias	09/23/2006 to 03/22/2008	\$1,523.56
Rosas, Jose Angel	09/23/2006 to 04/12/2008	\$706.85
Saucedo, Victor M.	07/28/2007 to 01/12/2008	\$63.65
Silva, Miguel	09/23/2006 to 04/12/2008	\$1,137.41
Solis, Daniel	12/02/2006 to 04/12/2008	\$1,284.25
Tello, Alejandro	09/30/2006 to 02/23/2008	\$180.94
Tovar, Alberto	01/19/2008 to 03/08/2008	\$110.22
TOTAL		\$15,776.25